# **EXHIBIT F**

08-13555-mg Doc 32040-8 Filed 11/13/12 Entered 11/13/12 18:41:45 Exhibit F Pg 2 of 4

## Caspian Capital Partners, L.P. c/o Mariner Investment Group, LLC 500 Mamaroneck Avenue Harrison, New York 10528

#### BY ELECTRONIC MAIL

March 19, 2010

To: Lehman Brothers Special Financing Inc.

c/o Lehman Brothers Inc.
Corporate Advisory Division
Transaction Management Group
745 Seventh Avenue

New York, New York 10019 Attn: Documentation Manager

Re: ISDA Master Agreement dated as of May 17, 2007 (including for the avoidance of doubt, the Schedule and Credit Support Annex thereto, and as supplemented by each Confirmation thereunder, the "Agreement"), between Lehman Brothers Special Financing Inc. ("Party A") and Caspian Capital Partners, L.P. (the "Fund")

## SECOND AMENDED NOTICE

#### Ladies and Gentlemen:

We would like to bring your attention to the previous Notice, dated as of October 24, 2008, as amended on December 2, 2008 (collectively, the "Prior Notice"), provided pursuant to Section 6(d) of the Agreement. This correspondence shall serve as an amendment to said Prior Notice, intended to remedy a pricing error contained therein. Each capitalized term used and not otherwise defined herein shall have the meaning ascribed thereto in the Agreement or, if not defined therein, in the 2003 ISDA Credit Derivatives Definitions.

As indicated on the Prior Notice, the Fund provided notice pursuant to Section 6(a) of the Agreement designating September 29, 2008 as the Early Termination Date in respect of all outstanding Transactions.

### Calculation of Amount Payable Under Section 6(e) of the Agreement

Our records show that the Fund had one (1) Transaction outstanding under the Agreement on September 29, 2008. In accordance with Section 6(d) of the Agreement, we are providing you with a statement showing the calculation of the payment owed to the Fund, which includes relevant quotations.

We hereby notify you that as of the Early Termination Date, the amount payable by Party A to the Fund under Section 6(e) of the Agreement has been revised to \$1,199,681.95 (the "Early Termination Amount"). As a Credit Event had occurred with respect to the underlying Reference Entity as of the Early Termination Date, and Party A was unable to accept Deliverable Obligations in respect of such Transaction, the Early Termination Amount was determined to be the Floating Rate Payer Calculation Amount multiplied by the Reference Price less the Final Price, the latter established as the average market price of the Deliverable Obligations purchased and held by the Fund for delivery to Party A in satisfaction of the Transaction, as of September 29, 2008. Please note that calculation of the Early Termination Amount in the Prior Notice had erroneously utilized the average purchase price of a non-Deliverable Obligation whereas this revised Early Termination Amount has been calculated correctly utilizing the weighted average of the then-current price of Deliverable Obligations available, and intended, for delivery by the Fund in satisfaction of the Transaction.

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Caspian Capital Partners, L.P.

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We have calculated the Default Rate to be LIBOR +1%, but this rate is subject to change if the Fund's cost of capital increases prior to the payment date. Accordingly, as shown on the enclosed statement, Party A is required to pay the Fund \$1,199,681.95, plus interest at the rate of LIBOR +1%, from September 29, 2008 until the date paid and compounded daily. Pursuant to the Agreement, the amount payable to the Fund is due and payable today. Please wire the amount payable to the Fund's account as set forth below:

Citibank
ABA # 021 000 089
A/C J.P. Morgan Clearing Corp
A/C # 0925-3186
FFC to: Caspian Capital Partners
A/C # 102-06202-23

We hereby reserve all rights and remedies available to us under the Agreement. Please feel free to contact me at (914) 798-4251 with any questions.

Sincerely yours,

CASPIAN CAPITAL PARTNERS, L.P.

By: Mariner Investment Group, LLC

as investment manager

By:

ounsel / Managing Dire

ISDA Master Agreement dated as of May 17, 2007 (including the Schedule and Credit Support Annex thereto, and as supplemented by each Confirmation thereunder, the "Agreement"), between Lehman Brothers Special Financing Inc. ("Party A") and Caspian Capital Partners, L.P. (the "Fund")

Early Termination Amount 1,199,681.95	1,199,681.95		ı	
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Price . J. 50.37 (56	Total Early Termination Amount (owed to Fund)		Total Collateral Amount held by Fund (owed to Lehman	Total Collateral Amount held by Lehman (owed to Fund
Payment Measure Loss			Total	Total Co
Avg. Bond Price 49 628				
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LEHMANID	Total Notional	Posted Collateral held by Fund	<b>6</b> 64	tutual Transaction), ect to the hy Termination Deliverable in, the Early et he Floating Rate the Reference Price I as the weighted erable Obligations is satisfaction of the
Position: Washington Mutual Inc. CDS 5.00% 06/20/2009		Pos	In respect of Mark to Market \$ independent Amount \$	With respect to Trade # 1 (Washington Mutual Transaction), as a Credit Event had occurred with respect to the underlying Reference Entity as of the Early Termination. Date, and Party A was unable to accept Deliverable. Obligations in respect of such Transaction, the Early Termination Amount was determined to be the Floating Rate Payer Calculation Amount multiplied by the Reference Price less the Final Price, the latter established as the weighted average of the then-current price of Deliverable Obligations held by the Fund for delivery to Party A in satisfaction of the Transaction, as of September 29, 2008.
Trade Position 1 Washington				With resg as a Crec underlyin Date, and Obligatio Terminati Payer Ca tess the F average - held by th

REVISED 03/19/2010